



IPW

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No. : 09/775,265  
Applicant(s) : Paul Clark BLALOCK *et al.*  
Filed : February 1, 2001  
Docket No. : 82001-0387

Application No. : 09/919,422  
Applicant(s) : Thomas W. KINKEAD III *et al.*  
Filed : July 31, 2001  
Docket No. : 82001-0388

Customer No. : 24633

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

**GRANT OF POWER OF ATTORNEY BY ASSIGNEE,**  
**AND CERTIFICATE UNDER 37 C.F.R. § 3.73(b)**

Sir:

Pursuant to 37 C.F.R. §§1.36, 3.71 and 3.73(b), Assignee, Manugistics, Inc., hereby revokes all previous Powers of Attorney in the above patent applications (if any) and hereby grants power of attorney to Celine Jimenez Crowson, Reg. No. 40,357 and the other registered practitioners included in the Customer Number provided below to prosecute these applications and to transact all business in the Patent and Trademark Office connected therewith, and direct that all correspondence be addressed to that Customer Number:

**Customer Number: 24633**

**Please direct all inquiries to:**

**Celine Jimenez Crowson  
Registration No. 40,357  
Telephone: (202) 637-5703  
Facsimile: (202) 637-5910  
E-mail: cjcrowson@hhlaw.com**

**CERTIFICATE UNDER 37 C.F.R. §3.73(b)**

Manugistics, Inc., a Delaware corporation, certifies that it is:

1.  The assignee of the entire right, title, and interest; or
2.  an assignee of an undivided part interest

in the patent applications identified above by virtue of an assignment from the inventors of the patent applications identified above to Digital Freight Exchange, Inc. and an assignment from Digital Freight Exchange, Inc. to Manugistics, Inc. A copy of these assignments is attached hereto.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the Assignee.

Dated: 8/1, 2005

By: Mark Goldstone

Name

Printed Name MARK GOLDSTONE  
Title: CORPORATE COUNSEL

Manugistics, Inc.  
9715 Key West Avenue  
Rockville, Maryland 20850  
United States of America

O I P E  
AUG 09 2015 5C24  
PATENT & TRADEMARK OFFICE

# GRANT OF POWER OF ATTORNEY ATTACHMENT

THE ATTACHED ASSIGNMENTS COPY ARE FOR  
INFORMATIONAL PURPOSES ONLY.

THESE ASSIGNMENTS COPY IS NOT FOR  
RECORDATION

**PATENT ASSIGNMENT**

**WHEREAS**, Digital Freight Exchange, Inc. a Kentucky corporation with its principal place of business at 2155 Young Drive, Lexington, KY 40505 ("Assignor"), is the owner of the entire right, title and interest in, to and under the United States Letters Patent and applications for foreign and/or international patents as itemized in the attached Schedule A (the "Patent Properties"); and

**WHEREAS**, Manugistics, Inc. (the "Assignee"), a corporation of the state of Delaware and having a place of business at 9715 Key West Avenue, Rockville, MD 20850, is desirous of obtaining the entire right, title and interest in, to and under the **Patent Properties**;

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said **Assignor** does hereby sell, assign, transfer and set over, unto the said **Assignee**, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said **Patent Properties** and in, to and under the inventions described therein, and all divisions, renewals, continuation applications thereof, and applications otherwise claiming priority therefrom, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof and applications otherwise claiming priority therefrom, and all applications for Letters Patent which may hereafter be filed for said inventions in any country or countries foreign to the United States, and all Letters Patent which may be granted for said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of the said applications for Letters Patent of the United States which are created by any law, treaty or international convention, and all applications for Letters Patent of the United States or of any country or countries foreign to the United States which incorporate or encompass the subject matter and technology of said inventions and said **Patent Properties**.

[The Remainder of This Page Intentionally Left Blank]

AND Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that we has not executed, and will not execute, any agreement in conflict herewith.

IN TESTIMONY WHEREOF, I, Benjamin Lee Kessinger III, a director and/or officer of said Assignor having full authority to bind said Assignor as stipulated herein and having full intent to do so, hereunto set my hand and seal this 15th day of May, 2002.

SIGNATURE: Benjamin Lee Kessinger III

NOTARY:

State or Commonwealth of KY)  
County of FAYETTE)

On May 15, 2002 before me personally appeared Benjamin Kessinger personally known to me to be the person whose name is subscribed to the written instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jy Cade

Schedule A

U.S. Patent Applications

| <b>Serial No.</b> | <b>Title</b>   | <b>Filing Date</b> |
|-------------------|--|--------------------|
| 60/178,919        | Method and System for Negotiating Transportation Contracts via a Global Computer Network                             | February 1, 2000   |
| 60/221,760        | A Method and System for Automated and Real-time Tendering of Freight Loads to Carriers via a Global Computer Network | July 31, 2000      |
| 09/775,265        | Method and System for Negotiating Transportation Contracts via a Global Computer Network                             | February 1, 2001   |
| 09/919,422        | A Method and System for Automated and Real-time Tendering of Freight Loads to Carriers via a Global Computer Network | July 31, 2001      |

PCT Applications

| <b>PCT Application No.</b> | <b>Title</b>   | <b>International Filing Date</b> |
|----------------------------|--|----------------------------------|
| PCT/US01/03251             | Method and System for Negotiating Transportation Contracts via a Global Computer Network | February 1, 2001                 |

A S S I G N M E N T

WHEREAS WE, the below named inventors [hereinafter referred to as Assignors], have made inventions for which the applications for United States Letters Patent and applications for foreign and/or international patent as itemized in the attached Schedule A were filed on the indicated dates [such patent applications in Schedule A herein referred to as Patent Properties];

AND WHEREAS, Digital Freight Exchange, Inc. a corporation of Kentucky, whose post office address is 2155 Young Drive, Lexington, KY 40505, [hereinafter referred to as Assignee], is desirous of securing the entire right, title and interest in and to these inventions in all countries throughout the world, and in and to the applications for United States Letters Patent on these inventions and the Letters Patents to be issued upon therefrom as well as in and to the Patent Properties;

NOW, THEREFORE, be it known that, for and in consideration of the sum of one dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignee, is hereby acknowledged, we, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, our entire right, title and interest in and to these inventions and the Patent Properties, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such Patent Properties, and all applications for Letters patent which may hereafter be filed for these inventions in any foreign country and all Letters Patent which may be granted on these inventions in any foreign country, and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for these inventions to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND WE HEREBY further covenant and agree that we will, without further consideration, communicate with assignee, its successors and assigns, any facts known to us respecting these inventions and Patent Properties, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to these inventions and Patent Properties in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for these inventions in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by assignee, its successors and assigns.

IN TESTIMONY WHEREOF, we have hereunto set our hands.

Country Fill in country USA

Paul Clark Blalock

Full Name of

Sole or First Inventor Paul Clark Blalock

Fill in address of inventor Paul Clark Blalock

State of Fill in State Florida

ss: 264-59-3221 Address

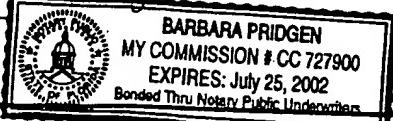
Paul Clark Blalock

Assignor's Signature

Subscribed and sworn before me

this 1 day of May, 2002

Barbara Prudgen Notary



Public

Date 5-1-2002

ASSIGNMENT

WHEREAS WE, the below named inventors [hereinafter referred to as Assignors], have made inventions for which the applications for United States Letters Patent and applications for foreign and/or international patent as itemized in the attached Schedule A were filed on the indicated dates [such patent applications in Schedule A hereinafter referred to as Patent Properties];

AND WHEREAS, Digital Freight Exchange, Inc. a corporation of Kentucky, whose post office address is 2155 Young Drive, Lexington, KY 40505, [hereinafter referred to as Assignee], is desirous of securing the entire right, title and interest in and to these inventions in all countries throughout the world, and in and to the applications for United States Letters Patent on these inventions and the Letters Patents to be issued upon therefrom as well as in and to the Patent Properties;

NOW, THEREFORE, be it known that, for and in consideration of the sum of one dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignee, is hereby acknowledged, we, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, our entire right, title and interest in and to these inventions and the Patent Properties, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such Patent Properties, and all applications for Letters patent which may hereafter be filed for these inventions in any foreign country and all Letters Patent which may be granted on these inventions in any foreign country, and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for these inventions to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND WE HEREBY further covenant and agree that we will, without further consideration, communicate with assignee, its successors and assigns, any facts known to us respecting these inventions and Patent Properties, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to these inventions and Patent Properties in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for these inventions in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by assignee, its successors and assigns.

IN TESTIMONY WHEREOF, we have hereunto set our hands.

Country Fill in country USA

Paul Clark Blalock

Full Name of

Sol or First Inventor Paul Clark Blalock

Fill in address of inventor Paul Clark Blalock

State of Fill in State Florida

Address

ss: 264-59-3221

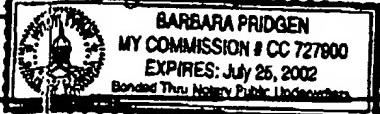
Paul Clark Blalock  
Assignor's Signature

Scribbled and sworn before me

this 1 day of May, 2002

Public

Barbara Pridgen Notary



Date 5-1-2002

Country Fill in country

Second Inventor

State of Fill in State

Matthew R. Craft

3600 Windfair Lane Full Name of  
LEXINGTON, KY 40515

Fill in address of inventor

SS:

Address

Matthew R. Craft

Assignor's Signature

Subscribed and sworn before me

this 15 day of MAY 2002

Loy Craft Notary  
Tennessee

Public

Date MAY 15, 2002

Country Fill in country

Third Inventor

State of Fill in State

Kentucky -  
Fayette

Benjamin Lee Kessinger, III

Full Name of

220 Culpeper Rd.  
Lex., Ky 40502

Fill in address of inventor

SS:

Address

Benjamin Lee Kessinger, III

Assignor's Signature

Subscribed and sworn before me

this 16th day of May 2002

Donald Brown Notary  
Expires 6/30/02

Public

Date MAY 15, 2002

Country Fill in country **USA**

Fourth Inventor

State of Fill in State **Kentucky**

Thomas W. Kinkead, III

Full Name of

**3513 Cheddington Ln  
Lexington, KY 40502**

Fill in address of inventor

SS:

Subscribed and sworn before me

this 15 day of May, 2002

Loy C. Carter Notary  
7/2/2002

Address

5/15/2002 Assignor's Signature

Public

Date

Country Fill in country

Robert Hunter Jackson

Full Name of

Fifth Inventor

State of Fill in State

Fill in address of inventor

SS:

Subscribed and sworn before me

this 14 day of May, 2002

Loy C. Carter Notary  
7/2/2002

Address

Assignor's Signature

Public

Date

Names of additional inventors attached  Y  N

Schedule A

U.S. Patent Applications

| Serial No. | Title  | Filing Date      |
|------------|--|------------------|
| 60/178,919 | Method and System for Negotiating Transportation Contracts via a Global Computer Network                             | February 1, 2000 |
| 60/221,760 | A Method and System for Automated and Real-time Tendering of Freight Loads to Carriers via a Global Computer Network | July 31, 2000    |
| 09/775,265 | Method and System for Negotiating Transportation Contracts via a Global Computer Network                             | February 1, 2001 |
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